

detective. These services are not such as are provided for in Section 918 R. S., wherein the County Commissioners are granted power to offer a reward for the apprehension of criminals and to pay the same upon their conviction; nor in Section 919 R. S., which relates to the employment of a detective to apprehend horse thieves. This grant of special power is its own limitation. It cannot be assumed that this right may be exercised under the general powers given the Commissioners, for the legislature has otherwise construed the statute by passing a special act for Hamilton county. While this transaction is wholly without authority of law, it is proper to say that we doubt not the public officers believed they were thereby best serving the general good. It is, however, an exercise of power; that if permitted to pass without question is likely soon to grow into serious abuse.

We are unable to find any authority for the payment of a stenographer for a county officer out of the public treasury or the payment of a chaplain for workhouse, jail and infirmary, items of which appear in the Commissioners' report.

On Dec. 30, 1897, the County Commissioners contracted with the then recorder of this county to transcribe into other books volumes 8 and 11 of the general index of deeds and volumes 5 and 6 of the general index of mortgages, and to pay therefor three cents an index. On Dec. 30, 1897, there was allowed and paid on this contract the sum of \$2,000. Section 909 R. S. authorizes the Board of Commissioners, when it is necessary, to have any books or record in the recorder's office transcribed into other books, but limits the compensation therefor to six cents a hundred words. The sum of \$2,000 seems an excessive price for copying a volume of general index. An examination of these books has convinced us that the sum already paid is considerably greater than that fixed by the statute.

By the provisions of Section 1155 R. S. the county recorder is entitled to receive out of the county treasury ten cents for each conveyance indexed by him in the general index. These claims presented against the county do not show the number of conveyances indexed. The Circuit Court has recently held that such claims must show the number of conveyances indexed and the allowance can be for ten cents for each conveyance only.

The policy of our laws is to keep public expenditures within the means actually provided for their payment. Thus the several funds in the county treasury are deemed ample provision for the demands that may be made upon them. And a recently enacted law makes this mandatory upon the County Commissioners. Section 2834 b. R. S. provides "the Commissioners of any county shall enter into no contract, agreement or obligation involving the expenditure of money, nor shall any resolution or order for the appropriation of expenditure of money be passed by any board of County Commissioners unless the auditor shall first certify that the money required for the payment of such obligation or appropriation is in the treasury to the credit of the fund from which it is to be drawn, or has been levied and placed on the duplicate and in process of collection and not appropriated for any other purpose, which certificate shall be filed and immediately recorded, and the sums so certified shall not be considered as appropriated until the county auditor is fully discharged from the contract, agreement or obligation, or so long as the order or resolution is in force; and all contracts, agreements or obligations, and all orders or resolutions entered into or passed contrary to the provisions of this section shall be void."

We find that this section has been wholly disregarded. No certificate, as provided for, has ever been required of the auditor, nor has he given any. Contracts involving the expenditure of large sums of money, especially in the construction of bridges, have been entered into when there was no money in the treasury available for the purpose nor levies on the duplicate in process of collection.

We regard the observance of this statute of primal importance, for thereby the embarrassment of overdraft of funds will be avoided, public expenditures kept within reasonable bounds and increase of county indebtedness prevented.

Our attention has been called to a contract made June 14, 1898, by the Commissioners with Jos. A. Reed for the making of a set of indexes of deeds and mortgages known as the Cott Patent Index as made by The National Index Co. of Columbus, Ohio. Said contract provided for the payment of four cents a line per index made. No entry or memorandum of this contract was entered on the commissioners' journal. From reliable information given us, we are satisfied that this contract has been recited by the parties thereto.

December 14, 1898.

JOSEPH FREASE,  
JOHN C. GIVIN,  
Committee.

Since the preparation of the foregoing report, the committee has learned from the County Commissioners that the item of salary of stenographer for the Prosecuting Attorney is, in fact, a part of the annual allowance made to the Prosecuting Attorney as adviser of county officers, and part of such allowance was paid to the stenographer direct as a matter of convenience.

JOSEPH FREASE,  
JOHN C. GIVIN,

The Prosecuting Attorney approves the findings of the committee appointed to examine the report of the financial transactions of the County Commissioners with the following qualifications:

First. As to the item of expense for detective service he begs to say that prior to the incurring of this expense a gang of outlaws had infested this county committing many offenses, among which may be included the murder of the Rev. J. H. Brown and the John H. Brown burglary and murder. There was no way of ferreting out the perpetrators of these outrages except by the employment of some man specially for that purpose. This question was submitted by the undersigned to the Commissioners and it met with the full approval of all, and the Prosecuting Attorney desires to bear his full share of responsibility for this expenditure.

The investigation so made has led to the conviction of one of the criminals in our own court, was to the material assistance in the conviction of another, and it will, he believes, lead to the arrest and conviction of others. The same investigation could have been made in no other way except perhaps in part by keeping the grand jury in a long continuous session and subpoenaing witnesses from all parts of northern and eastern Ohio. This course would have been very much more expensive and less satisfactory than the one adopted.

While the statutes do not in so many words authorize the employment of a detective, they do provide for the levying of taxes for the "general purpose of the county" without specifying what these general purposes are. They provide fully for the prosecution of criminals committing offenses within the county, and it would seem that the authorization of the prosecution and requiring the Prosecutor to prosecute includes everything which may be incidentally necessary thereto.

If a reasonable expense may not be incurred for a necessary investigation, these powers are a nullity. It would be a strange thing if crimes of the character above instanced may be committed and the people's money may not be used for hunting down the perpetrators thereof. Our Supreme Court has used this significant language: "It is the legal duty of the County Commissioners to furnish all things coupled with the administration of justice within the limits of their own county."

It is perhaps a sufficient answer to my associates to say that though such expenses have been incurred in almost every county in the state their propriety has never been questioned—at least there is no reported decision upon the subject in this state. The legislative interpretation referred to by a majority of this committee is not always an unerring guide.

Second. With reference to the item referred to as salary to stenographer of Prosecuting Attorney he desires to add that revised statutes, Section 1274, provides that the Commissioners shall make the Prosecutor, as legal adviser for the county officers, "such allowance as they think proper." The amount referred to was a part of "such allowance" and was paid in the manner theretofore adopted by former Prosecutors as a matter of convenience.

Third. As to the item of salary for chaplain he begs to state that a part of this is paid out of the poor fund, a part out of the workhouse fund and a part out of the county fund. Section 961, revised statutes, provides that the Board of Directors of the Infirmary "shall make such contracts as may be necessary for the institution and prescribe such rules and regulations as it thinks proper for the management and good government of the same and for inducing the practice of sobriety, morality and industry among its inmates."

The act providing for the construction and operation of a workhouse provides: "The direction and management and control of a workhouse and maintenance and care of convicts therein shall be vested in a board of five directors," and again "they shall establish rules and regulations for the governing of such workhouse."

Section 7374 provides "that Court of Common Pleas shall prescribe rules for the regulation and government of the jail of the county not inconsistent with the law upon the following subjects: \* \* \* the employment, temperance and instruction of the prisoners and such other regulations as the court may deem necessary to promote the welfare of the prisoners." These statutes are believed to be broad enough to authorize the employment of a chaplain in the proper management and control of our unfortunate poor and more unfortunate criminals, and who shall say that they ought not to be given the advantage of a religious instruction.

Respectfully submitted,

ATLEE POMERENE,  
Prosecuting Attorney.

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## ELIHU ACCEPTS.

Senator Platt Seems to Own and Control New Secretary of War.

## HE ENGINEERED THE DEAL

That Made a Successor For the Late Unlamented Alger.

## ROOT A VERY GOOD LAWYER

But Knows Nothing About Military Procedure and That Will be Left as Usual, to Subordinates, Who Have Not Yet Proven Their Worth.

Special to the News-Democrat.

Washington, July 22.—Elihu Root, of New York, through Senator Platt, has accepted the portfolio of war. This is on Senator Platt's authority. The senator came here prepared to urge the appointment of Gen. Francis V. Green if a military man should be desired. Root, if an attorney should be wanted. He was authorized to accept on behalf of either. The President chose Root, because he wanted a man qualified to decide the questions of civil government in the colonies which may arise. No claims except from New York state were at any time considered. It is understood that the new secretary will not take active charge of the purely military matters of the office, leaving this to Assistant Secretary McKeljohn and Adjutant General Corbin, while he will concern himself with the larger problems arising on account of our new possessions. Mr. Root is expected to enter on his new duties in a short time.

## ROOT'S PEDIGREE.

New York, July 22.—Elihu Root, the new secretary of war, is not in the city at present. He has gone to Southampton, L. I., for a rest. He was born February 15, 1845 in Clinton, N. Y. He was educated in Hamilton college. He devoted some attention to politics as well as to law, and in a short time became one of the prominent figures in this city. He was counsel for many corporations. In politics he has always been a Republican, but not always a machine man, having had several rows with Senator Platt. Mr. Root is tall and slim, quiet in manner and affable in address. He is a convincing speaker.

## FOREIGN CONTRACTS.

Alliance Concern Gets Big Orders from Agents in European Countries.

Special to the News-Democrat.

Alliance, July 22.—The Morgan Engineering company, of this city, received large foreign contracts for machinery through their agent, Frank Carter. The orders are mainly from St. Petersburg and Stockholm, and will aggregate about \$500,000.

## BRUTE SHOT HER

Because She Would Not Permit Him to Visit a Woman at Her Home.

Special to the News-Democrat.

Chicago, July 22.—Mrs. Clara Alice Wolfe was shot and killed at 1:30 o'clock this morning by William E. Cole. Cole was arrested. The shooting was caused by Mrs. Wolfe's refusal to allow Cole to visit a young woman who lives with the Wolfes.

## THREE VICTIMS.

Explosion at the Fuse Factory Will Prove Fatal To Two More.

Special to the News-Democrat.

Xenia, July 22.—The explosion at the Xenia Fuse factory yesterday will in all probability claim three victims. Miss Rose O'Donnell, who accidentally caused the explosion, died at a late hour last night. Ennis Wyckoff is now at the point of death. Mrs. Ollie Davis, who was thought at first to have a chance for recovery, is today in a critical condition and she too may die.

## STOVER TRACT

Brought a Good Price When Put Up By the Sheriff Saturday.

The Stover tract of land in Marlboro township, containing 56 acres, was sold to Elmer A. Ringer for \$2,675, Saturday. The property was appraised at \$2,600.

## CASTORIA.

The Kind You Have Always Bought Bears the Signature of

## ALIMONY ASKED.

Wife of Joseph Frank Wants Husband's Money Paid for Her Support.

Agnes Frank has begun proceedings in common pleas court against Joseph Frank and Douglas Skinner. Plaintiff alleges that defendant, Joseph Frank, is guilty of gross neglect and willful absence. It is further alleged that defendant is an employee of Douglas Skinner and earns from \$35 to \$50 per month. Alimony and the custody of the minor child is asked for. The petition was filed by Attorney J. A. Welker and J. A. Bowman.

## INGERSOLL NOT A HYPOCRITE.

He Didn't Propose to Have the Report Get Out

THAT HE HAD RECANTED

From What He Had Contended All His Life—Had Instructed His Secretary to Be On Hand With a Note Book.

Special to the News-Democrat.

New York, July 22.—Arrangements for the funeral of Robert G. Ingersoll will be completed today, when the widow and daughters will have recovered from the sad blow sufficiently to enable them to attend to matters pressing for their attention. It has already been determined that the funeral shall be purely secular and as simple as can be. It is possible that there will be no address, an omission that will seem strange in the case of the orator whose eloquence has been heard at the bier of many well-known men and women. It is probable that the grave will be in either Sleepy Hollow cemetery, Tarrytown, or at Woodland, just over the hill from Dobbs Ferry. Col. Ingersoll's desire as to death was until recently that it might come to him swiftly and suddenly but he had lately confided to his family an entire change of views on this subject. He wanted to be conscious to the fullest extent at death's approach so that he could get his sensations, thoughts and emotions at this supreme ordeal. He desired that his secretary might be present with a notebook in hand to put down whatever he might say. One thing that he feared, said his brother-in-law, Mr. Farrell, was that after his death there would be reports of a death-bed recantation. He abhorred the thought of this. Arrangements are making to take a plaster cast of Ingersoll's face today.

## DIEHL SEEN IN MEXICO.

Said to Be On His Way to Join Defaulter King.

TWO WERE BOON COMPANIONS

And Came From the Same Neighborhood—Alliance Man Back From Russia—Custom Set Aside at Mt. Union.

Special to the News-Democrat.

Alliance, July 21.—A well authenticated report has reached here from New Mexico, where there are a number Alliance people, some permanent residents and others after health, to the effect that John C. Diehl, the defaulting clerk of the City Savings bank and treasurer of numerous business concerns, who skipped several months ago was seen on the streets of one of the leading cities there not long ago and that he confided to a friend who met him, that he was on his way to Brazil to join M. M. King, a defaulter who left here several years ago and has since become immensely wealthy. The report is given credence from the fact that King and Diehl came from the same neighborhood near Homeworth, and were intimately acquainted.

Frank Carter returned today from Russia, where he has spent the past three months supervising the erection of cranes made for the Czar by the Morgan Engineering company of this city.

A custom of nearly half a century was broken at Mt. Union college last night when the annual reception to the senior class was given by a member of the class instead of the president of the institution.

## CHILD DIED.

Former Residents of Canton Lose Their Little One in Cleveland.

A very sad death was that of the three year old child of Mr. and Mrs. Lewis J. Homan, of 47 Clement street, Cleveland. Their youngest son, Lewis J. Homan, died in that city, Friday, of paralysis, superinduced by spinal trouble. Mr. and Mrs. Homan were residents of this city for many years and but recently removed to Cleveland to make their future home there. Since their leaving there has been continual sickness in the family. They will return to this city again in a short time to remain here. The remains of the child were brought down on the C. & S. train and buried in St. Peter's Catholic cemetery at 3 o'clock Saturday afternoon.

## BUCKEYE BANKS

Caved in and Four Men Were Buried Under Five Hundred Tons of Clay.

## AWFUL ACCIDENT AT AKRON

Workmen Are Digging for the Crushed Bodies of their Comrades;

ONE HAS BEEN RECOVERED.

He Was a Visitor and Was Talking to a Friend Who Was Also Buried Beneath the Terrible Weight—Police Keeping the Crowd Back.

Special to the News-Democrat.

Akron, July 22.—The Buckeye clay banks on Broad street extension, caved in this morning at 9 o'clock. Four men are buried beneath 500 tons of clay. The bank was about 150 feet high. A large force of men was set to work digging for the buried men. One body was recovered at 12:30 badly crushed. It was identified as a visitor, name unknown. He was not employed there. Four teams are at work and men are digging for the remainder of the bodies. The names of the other two men are Andres Polosky and Daniel Callahan. The body recovered was that of a friend of Polosky. A squad of policemen was ordered to the scene to make room for the workmen.

## BAD MOTORMAN CAUSED WRECK.

Didn't Know His Business and the Cars Came Together.

CROWD WANTED TO MOB HIM.

Four Passengers Were Painfully Hurt, One of Them Receiving Injuries That Are Very Dangerous—Millita Ordered Out.

Special to the News-Democrat.

Cleveland, July 22.—A disastrous rear end street car collision occurred on Ontario street this morning. Four passengers were badly hurt. The accident was seemingly due to the inefficiency of non-union motorman on a Scoville avenue car. He was apparently oblivious of the presence of a car ahead of him and made no move to shut off the current, or stop the car. The Scoville motor lunged into the rear end of the car with a deafening crash. C. W. Snyder sustained severe injuries to his back and legs. He was rendered unconscious. The other three passengers were also seriously bruised and shocked. All were carried into nearby stores. The two cars were badly smashed. The motorman, whose name is Heger, escaped without injury. A crowd of people soon surrounded the car and the non-union men on the Scoville avenue car. They were particularly anxious to handle the motorman roughly and there were shouts of "lynch him." The crowd became threatening and the police struck several blows before the crowd gave way. Other policemen soon arrived and the street was cleared. The Cleveland companies of the Fifth regiment have been ordered to report for duty this morning at their armory. There are four of them. These are in addition to the navy reserves called out last night.

## BOY HURT.

He Was Chasing a Football and Did Not See an Approaching Rig.

Friday night, shortly before 8 o'clock, Clarence Lehman, the 7 year old son of M. E. Lehman, of 1205 South Cleveland avenue, was playing at football with several companions. A playmate kicked the ball and young Lehman started after it without noticing a buggy that was being driven down the street towards him. He collided with with one of the wheels of the vehicle and was thrown violently to the ground, two wheels passing over him. He sustained severe bruises on the legs, arms and the lower part of his abdomen, but was able to associate with his companions again Saturday, though complaining severely of the bruises on his arms. The buggy was occupied by two insurance men, who tried hard to avoid the accident.

Divorce Suit Filed.

Emma Nye has begun divorce proceedings against Henry L. Nye. The petition alleges that the defendant has been absent for more than three years last past. Divorce, the custody of the only child and restoration to her maiden name, Emma Knepper, is asked for. Attorney W. O. Wertz filed the petition.

BEECHAM'S PILLS for Stomach and Liver Ills.

## TURNED OVER

The Goods That Have Been In Litigation For a Number Of Years.

Mrs. Anna E. George, Wednesday, got possession of household goods which she claimed as her own. They had been locked in a room in the Saxton block for several years. These are the goods that were in litigation when George D. Saxton was living. His executors simply turned them over to her.

## MARBLE MAKING NOT PROFITABLE.

Navarre Concern Said to be in an Insolvent State.

BUSINESS TROUBLES IN COURT.

Personal Injuries Also the Basis of an Action for Damages Against a Canton Man—Court House News.

Mary Honvig has begun suit in common pleas court against the Navarre Glass, Marble & Specialty Co. for the enforcement of stockholders' liability and the appointment of a receiver. The petition alleges that plaintiff obtained a judgment in Justice E. J. Walker's court in Bethlehem township, against defendants, in the sum of \$35.75 which judgment has never been satisfied. Plaintiff further relates that the capital stock of the company is \$20,000, that the company is insolvent and has ceased to do business, having neither money, credit nor material. The court is asked to appoint a receiver and upon final hearing to determine the amount in which each stockholder is liable. The payment of plaintiff's claim and costs of suit are also prayed for. Attorney Dan Sletler filed the petition.

SUIT FOR DAMAGES.

Walter McDougall has begun suit in common pleas court against Charles Stackhouse to recover \$500 for alleged personal injuries received. The petition alleges that on July 11th the plaintiff was assaulted by defendant who knocked him down, kicked him in the face and injured him so that he suffered great physical pain and mental anguish. Damages is asked in the sum mentioned. Attorney L. M. Jones filed the petition.

COLLECTION SUIT.

The Imperial Portrait company, of Chicago, has begun suit against Joseph L. Russell to collect \$155 alleged due for portraits furnished defendant who is alleged to have acted as the company's agent. Attorneys McCarty, Craine and McDowell filed the petition.

RECEIVER APPOINTED.

Louis E. Kieffer in a petition filed by Attorney J. F. Smith, asks that a receiver be appointed for the Alexandria Cutlery company against August Turf and Martin Schavel are made defendants. Plaintiff alleges that the defendants with whom he was associated in the manufacture of cutlery in this city, were about to remove the machinery and stock of the concern to their home in Alexandria, Indiana. He therefore asked that a receiver be appointed and that the defendants be enjoined from carrying out their alleged plans. The machinery and stock is valued at \$650. Judge McCarty granted the injunction and appointed Attorney W. H. Smith receiver for the concern.

SET ASIDE CONVEYANCE.

The Farmers Bank has begun proceedings against Luther M. Barriek et al, to set aside conveyance of real estate. McCarty, Craine & McDowell filed the petition.

## ANNUAL REPORT

Made By Clerk Casselman, Showing the Business He Has Done.

Clerk of Courts Casselman has completed his annual report of the business transacted in the common pleas court of Stark county for the year commencing July 1, 1898, and ending July 1, 1899. The following is a summary of the report furnished by Mr. Casselman:

Cases pending July 1, 1898.....	390
Brought during the year.....	724
Disposed of during the year.....	743
Pending July 1, 1899.....	13
Pending in circuit court.....	17
Brought during the year.....	52
Disposed of during the year.....	44
Pending July 1, 1899.....	25

DIVORCE CASES.

Cases pending July 1, 1898.....	58
Brought during the year.....	86
Disposed of during the year.....	84
Brought by wife.....	101
Brought by husband.....	163

CAUSES OF ACTION.

Adultery.....	20
Absence and neglect.....	59
Cruelty.....	50
Drunkennes.....	15
Miscellaneous.....	3
Grand jury fees paid.....	\$850.00
Petit jury fees paid.....	\$5,817.00
Fines assessed in criminal cases.....	\$1,210
Fines collected in criminal cases.....	\$935
Costs taxed in criminal cases.....	\$5,600
Fines collected from defendants.....	\$312
Costs paid by state.....	\$1,023

## CASTORIA

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